

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

David A. Arndt, Individual, Pro Se)

Leonard Henry, Individual, Pro Se)

Adrian Werner, Individual, Pro Se)

Wayne Hall II, individual, Pro Se)

Shelly R. Sawatzky, Individual, Pro Se)

Leon Tullis, Individually, Pro Se)

Petitioners)

VS.)

CHLEOTA FIRE LLC.)

MARK MASTERS, in his official
Capacity as Chief Executive Officer)

MERIDITH KEMP, in her official
capacity as Director of Operation)

JAMES STORMENT, in his official
Capacity as Project Manager)

ALEX COMBOW, in his official
Capacity as Project Manager)

EMILY COCHRAN, in her official
Capacity as Business Development)

JOEL DEAN, in his official capacity
as Dispatch Supervisor)

MAR - 8 2022

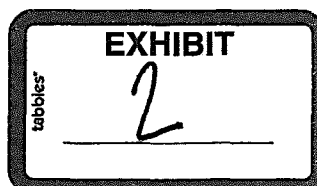
RICK WARREN
COURT CLERK

37

Case No.

CJ - 2022 - 1069

Jury trial demanded



**COMPLAINT FOR CONTRACT VIOLATIONS, TO DETERMINE VALIDITY OF
CONTRACTS, AND UNPAID WAGES AND PUNITIVE DAMAGES**

PRO SE PROTECTION

1. *"Allegations such as those asserted by petitioner[s], however in artfully pleaded, are sufficient... which we hold to less stringent standards than formal pleadings drafted by lawyers."*¹
2. *"Pro Se litigant[s] pleadings are to be considered liberally and held to less stringent standards than formal pleadings drafted by lawyers. If the court can easily reasonably read pleading upon which the litigant[s] can prevail, it should do so despite failure to proper legal authority, confusion, of legal authorities, poor syntax and sentence construction, or litigants' unfamiliarity with the pleading and the requirements...."*²

INTRODUCTION

3. We, the Plaintiffs, **David Arndt, Leonard Henry, Adrian Werner, Wayne Hall II, Shelly Sawatzky and Leon Tullis** are laypersons and request a liberal interpretation of this complaint under the doctrines set under the ruling of Haines v Kerner, 044 U.S. 519, 30 L.E.D. 2d 652, 92 S. Ct. 549 (1972) we are living and breathing men and women, Pro Se and Sui Juris by special divine appearance, as one of "we the people" on behalf of ourselves and other similarly aggrieved people wish to place these truths in/or for the court of record on this, 8 day of March 2022.

¹ Haines v. Kerner, 404 U.S. 519 (1972) Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed

² McBride v Deer, 240 F. 3d 1287 (10th Cir 2001); Boag v McDougal, 454 U.S. 364, 70 L. Ed 2d 551, 102 S. Ct. 700.(1992).

4. COMES NOW, the Plaintiffs, **David Arndt, Leonard Henry, Adrian Werner, Wayne Hall II, Shelly Sawatzky and Leon Tullis** requests this court to issue relief for damages to the plaintiffs for multiple contract violations or other said malicious violations. There is a malicious anticipatory breach of contract where the defendant **CHLEOTA FIRE LLC**, the breaching party, has told the Plaintiffs, the non-breaching party, that they will not be fulfilling the terms of their contract by maliciously terminating the "Contracts" of **David Arndt** on 02/14/2022, **Leonard Henry** on 02/01/2022, **Adrian Werner** on 02/15/2022, **Wayne Hall II** on 02/16/2022, **Shelly Sawatzky** on 02/01/2022 and **Leon Tullis** on 02/16/2022 to provide security to the Oklahoma City parks and trails without out notice, reason or cause. After terminating these contracts **CHLEOTA FIRE LLC, CHLEOTA FIRE LLC** then maliciously terminated the contract they had with the City of Oklahoma City clamming they were having "*staffing issues*" due to "*Covid-19*," which is false. There were several other officers that were on this contract as well who chose not to participate in this lawsuit and will be only identified by first name. Officer Paul's contract was terminated on 02/16/2022, Officer Bobby's Contract was terminated on 02/16/2022 and Officer Mark quit after a breech of not getting paid.

PARTIES

5. Plaintiffs are as Follows:

- a. **David Arndt**, a former Texas Police Officer and Current Oklahoma CLEET Licensed Armed Private investigator and Security Officer who resides at 921 South Barker Ave, El Reno OK 73036 and was "contracted" by **CHLEOTA FIRE LLC** to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039;

- b. **Leonard Henry**, a former Oklahoma Police Officer and Current CLEET Licensed Armed Security Officer who resides at 3744 NW 36th, #209, Oklahoma City, OK 73112 and was “contracted” by **CHLEOTA FIRE LLC** to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039;
- c. **Adrian Werner**, a current CLEET licensed Armed Security Officer who resides at 9009 NW 10th Street Lot 339, Oklahoma City, OK 73127 and was “contracted” by **CHLEOTA FIRE LLC** to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039;
- d. **Wayne Hall II**, a former Military Police Officer and Current CLEET licensed Armed Security Officer who resides at 6008 SE 7th Street, Midwest City, OK 73110 and was “contracted” by **CHLEOTA FIRE LLC** to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039, and;
- e. **Shelly Sawatzky**, a former Oklahoma Police Officer and Current CLEET licensed Armed Private Investigator and Armed Security Officer, who resides at 1629 N. County Club Rd, Newcastle, OK 73065 and was “contracted” by **CHLEOTA FIRE LLC** to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039.
- f. **Leon Tullis**, a current CLEET licensed Armed Security Officer who resides at 705 Howard Dr., Del-City, OK 73115 and was “contracted” by **CHLEOTA**

FIRE LLC to perform security for the parks and trails for the City of Oklahoma City in Oklahoma County in the State of Oklahoma for contract number C227039;

6. Defendant is: **CHLEOTA FIRE LLC**, which conducts business out of 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma and the named persons for **CHLEOTA FIRE LLC** and their responsibilities are:

a. **MARK MASTERS**, the Chief Executive Officer and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. **MASTERS** is the CEO of **CHLEOTA FIRE LLC** and has been actively involved in attempting to maliciously silence certain defendants through the use of bully tactics by threatening certain defendants with lawsuits for asking legal and appropriate questions and exercising their rights to file grievances. **MASTERS** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls;

b. **MERIDITH KEMP**, the Director of Operation and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. **KEMP** was a primary contact person in the “hiring” process of officers that were “hired” to work the Oklahoma Parks and Trails Contract. **KEMP** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls. **KEMP** was also responsible for maliciously and falsely reporting to Oklahoma Police Department that **Arndt**, a “disgruntled employee/vendor” was on the property “possibly armed” and “refusing to leave.” This false reporting of a crime is a violation of 21 OK Stat § 21-589 “It shall be unlawful to willfully, knowingly and without probable cause

make a false report to any person of any crime or circumstances indicating the possibility of crime having been committed ... which report causes or encourages the exercise of police action or investigation.”

- c. **JAMES STORMENT**, a Project Manager and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. **STORMENT** was apparently hired as the “new” project manager for the Oklahoma City Parks and Trails Contract sometime before 02/13/2022. The word “apparently” is used here because there was no formal announcement of his hire, position or title. **STORMANT** was also the one who sent the official termination emails out to Defendants **Arndt**, **Werner**, and **Hall** as well as the other Officers previously named as Paul, and Bobby. **STORMENT** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls and was a party in the false report to Police being called on Defendant **Arndt** and threatened arrest when **Arndt** came to the **CHLEOTA FIRE LLC** office on 02/22/2022 and was trying to obtain a copy of time sheets, pay check stubs and the “Sub K” contract;
- d. **ALEX COMBOW**, a Project Manager and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. **COMBOW** was the original Project Manager for the Oklahoma City Parks and Trails Contract. **COMBOW** was also the one who sent the official termination emails out to Defendants **Henry** and **Sawatzky**. **COMBOW** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls;

- e. **EMILY COCHRAN**, is the Director of Business Development and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. **COCHRAN** was named in the Contract between Oklahoma City and **CHLEOTA FIRE LLC** as the contact person between the City of Oklahoma and **CHLEOTA FIRE LLC** for the Oklahoma City Parks and Trails Contract. **COCHRAN** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls;
- f. **JOEL DEAN**, the Dispatch Supervisor and conducts business at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114 in Oklahoma County in the State of Oklahoma. After a supervisor, Troy, either quit or was terminated **COMBOW** instructed all officers to communicate directly through dispatch for supervision. **DEAN** is the Supervisor for Dispatch. **DEAN** was also active in not only failing to respond to emails, but also in maliciously blocking emails and phone calls;

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 12 OK Stat § 12-1653 because all Plaintiffs and Defendants had a “Contractual” agreement that arose out of the State of Oklahoma in the County of Oklahoma. The United States District Court for the Western District of Oklahoma also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are diverse, and the amount of damage exceeds \$75,000. The Plaintiffs have chosen to have this argument heard in this court first to determine the validity of the “Contract” or employee rights violations.

BACKGROUND AND FACTS

8. The City of Oklahoma City entered into a contract with **CHLEOTA FIRE LLC** which was approved by the Oklahoma City Council on 12/07/2021 and was to go into effect on 01/01/2022. The contract was awarded to **CHLEOTA FIRE LLC** in the amount of \$260,000 for the year.

9. Per the contract the scope of the work agreed to was *"...to provide nightly security service along the Oklahoma River trails and some contiguous Oklahoma City parks between S. Western Ave. and S. Lincoln Blvd. This will require one security officer for the hours between 6:00 pm and 6:00 am....³"* (Emphasis added)

10. **CHLEOTA FIRE LLC** always had one officer, except in rare occasions, but most of the time had two officers working on each shift which certainly fulfilled that "staffing" requirements of the contract.

11. Per the Contract, the "Bidder," **CHLEOTA FIRE LLC** was to *"...Provide experienced and high-quality security officers; Provide armed off-duty or retired law enforcement personnel. All of these employees, employed in security force, under this Pricing Agreement shall hold a current CLEET (Council on Law Enforcement Education and Training) certification as a commissioned law enforcement officer, or equivalent. Provide unarmed off-duty or retired law enforcement personnel for this Pricing Agreement. All of these employees, employed in security force, under this agreement shall hold a current CLEET (Council on Law Enforcement Education and Training) certification as a law enforcement officer, or equivalent...⁴"*

12. In order to fill the positions, **CHLEOTA FIRE LLC** advertised on employment websites

³ Page 35, Oklahoma City and its Trusts Contract C227039 bid No. 22713.

⁴ Pg 35-36 Ibid

such as Indeed.com which is where all of the Plaintiffs heard about the position. Indeed.com is a website used to recruit “employees.”

13. Officers began working the contract beginning at 8:00 PM on 01/01/2022 and the last officers worked until 8:00 AM on 02/16/2022

14. **CHLEOTA FIRE LLC** claims to have hired all the Officers on the contract as “Sub K Contractors” and yet after repeated requests for a copy of this contract, **CHLEOTA FIRE LLC** refuses to provide a copy of this contract to the Plaintiffs. This was done in an attempt for **CHLEOTA FIRE LLC** to escape paying workman’s, over time, benefits, and unemployment.

15. The Plaintiffs, **Arndt, Henry, Sawatzky and Hall** who were all “...armed off-duty or retired law enforcement personnel...”⁵ were hired and promised to be paid at a wage of \$22.82 per hour.

16. Plaintiffs **Werner and Tullis** are “...experienced and high-quality security officer...”⁶ were hired and promised to be paid at a wage of \$16.87 per hour.

17. Plaintiff’s were all required to clock in and clock out on an “time-keeping” app called PayCom. The PayCom app indicates that all officers are to be paid bi-weekly. It also stated that Officers were employees. **CHLEOTA FIRE LLC** also had promised the City of Oklahoma City that all Officers would be paid bi-weekly, “... Utilizing client and uniformed security officer input, Chloeta utilizes an electronic scheduling system. All time and attendance, including scheduling, time off requests and accruals is managed by the Paycom system. Workforce scheduling includes our Schedule Exchange feature that gives employees access to their

⁵ Ibid

⁶ Ibid

schedules 24/7, to mark their availability and swap or pick up shifts with co-workers...⁷ The contract further states that “*...All Chloeta uniformed security officers are paid bi-weekly via direct deposit. All full-time (30+ hours/week) employees are entitled to the benefits listed ... Health Insurance; Dental Insurance; Vision Insurance; Life Insurance; 401(k) plan participation; 10 day's vacation; 8 paid holidays; 7 days sick; Bereavement leave; Jury Duty leave...⁸*” (Emphasis added)

18. On Wednesday January 12, 2022 **Plaintiff Sawatzky** Contracted Covid-19 but she was not scheduled to start working until January 17, 2022. **Sawatzky** immediately contacted Supervisor Troy and stayed in contact with him regularly. **Sawatzky** did not just test positive for Covid-19 but was very sick with the virus.

19. On Friday January 21, 2022 Plaintiffs should have received their first checks. After the Plaintiffs were not paid, **Plaintiff Henry** reached out to Supervisor Troy and at 12:43 PM Troy sent out an email out to all officers that had worked, “*Ok, I was under the wrong impression on pay. To make sure the correct information is given please contact Program Manager Alex Combow at the following, concerning pay inquiries. Phone +1 (877) 245-6382 ext 702 Email: acombow@chloeta.com Troy*”

20. On Friday January 21, 2022 **Plaintiffs Arndt and Henry** Personally called **ALEX COMBOW** and inquired about the pay. **COMBOW** told both **Arndt and Henry**, for the first time, that since we are “subcontractors” officers don’t get paid until the city pays **CHLEOTA FIRE LLC** and that officers would be paid once a month. **COMBOW** stated that there was much confusion over the pay and that he was organizing a meeting to address the “pay” and

⁷ Ibid Page 17

⁸ Ibid Page 16

“other issues” with Officers for Monday January 24, 2022.

21. On Friday January 21, 2022 at 4:41 PM **ALEX COMBOW** sent out an email to all the Officers on the contract including Troy and **JOEL DEAN** with an invite to a “web” based meeting for Monday January 24, 2022 from 6:00 P.M. – 7:00 P.M.

22. On Monday January 24, 2022 at 6:00 PM **ALEX COMBOW** and **JOEL DEAN** held a web-based meeting with officers that were able to join to talk about pay and other issues.

COMBOW informed all the Officers that we were not going to be paid bi-weekly, as all the officers, including supervisor Troy, were led to believe. He informed the Officers that per the “Sub K” contract that the officers supposedly signed, officers would not be paid until the City of Oklahoma City paid **CHLEOTA FIRE LLC**. **COMBOW** informed all the officers in the meeting that **CHLEOTA FIRE LLC** would bill the City of Oklahoma City on the 1st day of every month and that the City of Oklahoma City had 10 days to pay **CHLEOTA FIRE LLC** and then all the officers would be paid shortly after.

23. On Monday January 31, 2022 at 11:13 AM **ALEX COMBOW** terminated the contract of Plaintiff **Sawatzky** via email because she was still sick with Covid-19 and communicating with Supervisor Troy. **COMBOW’S** email read: “*Hi Shelly, Thanks for your availability on our OKC Parks contract, but unfortunately, due to the fact that we have not been able to get you on shift for over a week, we are going to remove your subcontract agreement on this contract. If you are interested in future roles with us, please feel free to reapply and reach out to our recruiting team again. Thank you and I hope you get well soon. Take care.*” (Emphasis added) In **COMBOW’S** salutation, he admitted that he knew **Sawatzky** was still sick with Covid-19 and still terminated **Sawatzky’s** contract. Even though **Sawatzky** was ill, the shifts were still being covered by other officers and **Sawatzky** was on the mend and was almost recovered from the virus.

24. On Tuesday February 1, 2022 at 7:25 AM **Sawatzky** replied to **COMBOW'S** email: *"Alex, If you choose to remove me from the contract because i have been severely sick with Covid, all the while keeping in contact with Troy, then this is not a company that is for me in any capacity. I didn't ask to get sick, much less this sick. I'm slowly on the mend, breathing cold air is a huge set back and getting energy levels up have proven to be harder than expected..."*

25. On Wednesday February 2, 2022 at 8:55 AM **ALEX COMBOW** terminated the contract of **Plaintiff Henry** via an email as stated: *"Good morning Leo, After looking into the Geotab being unplugged on the shift of 01/31 - 02/01, we have determined that this was intentionally unplugged by you. We have removed you from the schedule and will be terminating your subcontract agreement with Chloeta. Please do not report to the park location for duty any further, your shifts have been filled. We appreciate your work on this project. Respectfully. Alex Combaw Project Manager."* This termination was based off "Speculation" and no investigation.

On the Shift in question, **Henry** worked the Shift with **Arndt** and they got off 8:00 AM. **Henry** was terminated at 8:55 AM via e-mail and it is doubtful that **COMBOW** or any member of fleet examined the vehicle and there was no investigation to determine if this device was intentionally unplugged. **Henry** called **COMBOW** after he read the email and informed **COMBOW** that it was unplugged when he got to work and that he didn't even know where it was plugged in to begin with. **COMBOW** promised that he would conduct an investigation and get back with **Henry**, and **COMBOW** never did and **Henry** was not allowed to return.

26. On Monday February 7, 2022 at 09:08 AM after having not received any pay or heard any updates on pay **Plaintiff Arndt** emailed **COMBOW** to inquire about pay. **Arndt's** email stated: *"Alex, Do we have any updates yet on pay? [I'm] just trying to figure out my budget and I was wondering if If you had any Updates on if you all have been paid by the city and if you had*

any updates on when we might be getting paid. Thank you, Dave Arndt"

27. On Tuesday February 8, 2022 at 08:59 AM **COMBOW** replied to **Arndt's** email: *"Good morning David, We have not been paid by the City yet, unfortunately - I will inform you as soon as I have further information. Thanks!"*

28. An open records request shows that **CHLEOTA FIRE LLC** did not actually bill the City of Oklahoma City until Monday February 7, 2022 and was not received and stamped by the City of Oklahoma City until Tuesday February 8, 2022 and not on February 1, 2022 as **COMBOW** promised to all the officers. At this point some of the other Officers on the contract decided to stop coming in until officers started getting paid, but the **Plaintiffs Arndt, Werner, Hall and Tullis** as well as Officers Paul and Bobby all continued to work. **Plaintiffs Henry and Sawatzky** had already been terminated by **COMBOW** at this point.

29. On Thursday February 10, 2022 **Arndt** was scheduled to work from 8:00 PM to 8:00 AM the next morning. **Arndt** woke up not feeling well and went to the doctor. He tested negative for Covid-19 but Positive for strep throat. **Arndt** contacted **CHLEOTA FIRE LLC** dispatch and was the protocol that **ALEX COMBOW** set previously. **Arndt** informed dispatch early in the day that he would not be in due to having strep and Dispatch informed **Arndt** that they would find a replacement for him for the evening.

30. On Friday February 11, 2022 **Arndt** was also scheduled to work from 8:00 PM to 8:00 AM. **Arndt** woke up on this morning to vehicle problems. **Arndt** emailed **COMBOW** at 8:22 AM *"...Have we heard anything on when we might be expecting to get paid?..."*

31. On Friday February 11, 2022 at 11:18 PM **COMBOW** replied *"Hi David, I understand - we have submitted the payment to the client now and are awaiting them to pay us. I will let you know as soon as I hear anything from our accounting team, but this was the update I received*

from them this morning....”

32. On Sunday February 13, 2022 the new **CHLEOTA FIRE LLC** account manager **JAMES STORMENT** picked up **Arndt** at his residence in El Reno to take him to work due to **Arndt** having vehicle issues. **STORMENT** introduced himself to **ARNDT** and stated he had been hired that week as the new account manager and that he would make a formal announcement in the upcoming week about his hire. On the way to work **STORMENT** and **Arndt** talked about the contract, and he stated they are starting to have issues with officers coming to work and some recent turnover and thanked **Arndt** for all that he was doing and stated that he had heard good reports of Him. **STORMENT** acknowledged that recent turnover was due to officers not being paid and he told **Arndt** that he “did not blame the officers” and he stated that he “would not work for free either.” He acknowledged that something needed to be done about the matter and that he was going to have a meeting with management on Monday and he was going to see what he could do to fix the pay issue.

33. On February 14, 2022 at 5:16 I sent **JAMES STORMENT** Three links to the IRS Website in a text Message. The links are:

- a. The first link helps determine independent contract vs employee: *“It is critical that business owners correctly determine whether the individuals providing services are employees or independent contractors... Common Law Rules: Facts that provide evidence of the degree of control and independence fall into three categories: a. Behavioral: Does the company control or have the right to control what the worker does and how the worker does his or her job? b, Financial: Are the business aspects of the worker’s job controlled by the payer? (these include things like how worker is paid, whether expenses are reimbursed, who provides*

tools/supplies, etc.) c. Type of Relationship: Are there written contracts or employee type benefits (i.e. pension plan, insurance, vacation pay, etc.)? Will the relationship continue and is the work performed a key aspect of the business? “Businesses must weigh all these factors when determining whether a worker is an employee or independent contractor...”⁹ (Emphasis added)

b. The second link defines an independent contractor: “...You are not an independent contractor if you perform services that can be controlled by an employer (what will be done and how it will be done). This applies even if you are given freedom of action. What matters is that the employer has the legal right to control the details of how the services are performed. If an employer-employee relationship exists (regardless of what the relationship is called), then you are not an independent contractor and your earnings are generally not subject to self-employment tax. However, your earnings as an employee may be subject to FICA (social security tax and Medicare) and income tax withholding...”¹⁰, (Emphasis added)

c. The third link defines a common law employee “Under common-law rules, anyone who performs services for you is your employee if you can control what will be done and how it will be done. This is so even when you give the employee freedom of action. What matters is that you have the right to control the details of how the services are performed.”¹¹ (Emphasis added)

⁹ <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee>

¹⁰ <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-defined>

¹¹ <https://www.irs.gov/businesses/small-businesses-self-employed/employee-common-law-employee>

34. On Monday February 14, 2022 at 5:44 PM JAMES STORMENT terminated the contract of Arndt just 14 minutes after he sent the IRS links to STORMENT without reason or cause. His email stated: *"14 February, 2022 Dear David Arndt, The purpose of this communication is to inform you that as of 5:30PM, 14 February, 2022, Chloeta will no longer require your services. As stated in your engagement letter, you will receive payment for work completed when Chloeta has received payment from the customer. Thank you for your time. Sincerely, James Storment Project Manager"*

35. On Monday bruary 14, 2022 at 7:18 Arndt responded to STORMENTS email and Copied MARK MASTERS, MERIDETH KEMP, ALEX COMBOW, and JOEL DEAN. Arndt wanted to know why his contract was suddenly, unexpectedly and without cause or reason was terminated. Arndt's email stated:

"James, I have been one of the most regular and most reliable employees since this contract has started. I have come in on a short notice with little sleep. We were all under the impression, partially based on the Pay Com App, that we would be paid bi-weekly. After many of us worked several weeks or more only to find out this is not true. We then had a meeting with Alex who informed us that we would be paid monthly and that Chloeta would bill the city on the first of every month and that the city had 14 days to pay Chloeta and we would be paid from there. We are now almost a month and a half into the contract and not a single officer has been paid and I am understanding the city has not paid Cheloeta. I have been patient and asked for regular updates, something Chloeta should have been doing on their own. Having been a Domestic Violence survivor in the State of Oklahoma and have the courage to stand up and protect my children and fight a system that wants to place fathers (especially male victims) on a

lower scale than rotten food at the bottom of a landfill, I have had to fight what was right for my kids. As a single dad of three beautiful and precious children, I made a decision to leave some other endeavors and commit to Chloeta so that I could build my private investigation company so that I can spend time with my kids. I am shocked that even though I have been concerned, I have still come into work. Yesterday, James, we have a very long and candid conversation in the truck as you were taking me to work. I wanted to help you understand why officers are not coming in and why turnover is so high. I explained that none of can afford to work for free, this while on the way to work another shift that I was uncertain when I would be paid. I even offered my assistance to you to help you when ever needed. But you, James, even admitted and claimed to understand why officers are not coming in. You, and I quote, said "I don't blame you and I don't blame them. I would not continue to work without getting paid either." Your statement really was hard for me because it established that You are not going to be expected to work months without a paycheck, I'm sure that your checks, like so many others, are regular. Most of you can afford to take your special dates out today on valentines day, probably to an expensive dinner, while I, a single father of three kids and domestic violence survivor struggle to put food on my kids table and can't afford a car repair because I have not been paid while still anticipating on coming to work tonight. then I open my email and I find that you have terminated me for asking questions. An employer cannot take an adverse action against employees, such as: firing or laying off, demoting, denying overtime or promotion, or reducing pay or hours, for engaging in activities protected by OSHA's whistleblower laws. According to the IRS, "The general rule is that an individual is an independent contractor if the payer has the right to control or direct

only the result of the work and not what will be done and how it will be done.” Alternately, “You are not an independent contractor if you perform services that can be controlled by an employer (what will be done and how it will be done). This applies even if you are given freedom of action. What matters is that the employer has the legal right to control the details of how the services are performed.” In short, someone who sets their wage, hours, and chooses the jobs they take on is a subcontractor, while someone whose employer specifies their wage, hours, and work tasks is an employee. OSHA’s Whistleblower Protection Program enforces the whistleblower provisions of more than 20 whistleblower statutes protecting employees from retaliation for reporting violations of various workplace safety and health, airline, commercial motor carrier, consumer product, environmental, financial reform, food safety, health insurance reform, motor vehicle safety, nuclear, pipeline, public transportation agency, railroad, maritime, securities, tax, antitrust, and anti-money laundering laws and for engaging in other related protected activities. It is apparent that Chleota is not willing to be transparent and is afraid to address or tackle the difficult questions, which is all I was doing. I was still planning on coming into work tonight. But since you have chosen to fire me in an email for questioning my employment status and pay, this email will now serve as a demand for immediate payment for all wages owed and must be paid to me by Friday 02/18/2021. If this is not done I will follow up with an attorney. Also if not paid I will be filing a complaint with OSHA as a violation of the whistle blowers act, I will be contacting the city of Oklahoma, and the labor board. Please pay me what is owed to avoid me exercising my rights to get paid. How many of you are waiting for the City of Oklahoma to pay Chleota before you get paid? I suspect none. Thank you, God Bless.

"For he who knows what to do and does not do it, he Sins." James 4:17 Dave Arndt"

36. On February 15, 2022 at 8:10 AM **Arndt** followed up with an email to **JAMES STORMENT, MARK MASTER, MEREDETH KEMP, ALEX COMBOW** and **JOEL DEAN** requesting other documents as well; *"This email will serve as an official demand letter to immediately provide me a copy of my sub k "contract" as well as a copy of all my time sheets since 01/01/2022. I also need a copy of all paycheck stubs that have been paid out to me. These need to be sent to me by email by 5:00 PM today. If you choose to mail them, please provide proof they were sent by mail by 5:00 PM today. Thank you and have a blessed day, Dave Arndt God has determined as he said in Luke 12:2-3, that the secrets will be uncovered, the truth will come forth, and God's thought about every behavior and action will be vindicated. What's done in the dark will come to light, and thank God he has created it to operate so! The truth is that whatever one seeks to hide and cover up will eventually work its way up to the light and become known."*

37. On February 15, 2022 at 8:10 AM **Arndt** received several notices from gmail that the previous email that was sent to **JAMES STORMENT, MARK MASTER, MEREDETH KEMP, ALEX COMBOW** and **JOEL DEAN** has been blocked. It was apparent at this time that **CHLEOTA FIRE LLC** had no intentions of responding to **Arndt** so **Arndt** then contacted the City of Oklahoma City Parks Department to inform them of what had happened and to get some help. Later in the afternoon **Arndt** received a call from Mike Smith from the city of Oklahoma City and Smith informed **Arndt** that Smith had just received an invoice from **CHLEOTA FIRE LLC** but Smith had to request the invoice earlier that day due to the fact that he had not received one yet. Smith informed **Arndt** that there were some errors on the invoice and that Smith sent it back to **CHLEOTA FIRE LLC** before he called **Arndt**.

38. On Tuesday February 15, 2022 **MEREDITH KEMP** sent a letter to the City of

Oklahoma City requesting the city release **CHLEOTA FIRE LLC** from the contract citing “*Due to the COVID pandemic, we have experienced unforeseen staffing issues...*” and requested a “*termination of our Contract #C227039 with OKC Parks for Overnight Security. We ask that the termination be effective as of February 16, 2022, at 0800.*” The “unforeseen staffing issues” were not caused by Covid-19, they were caused by **CHLEOTA FIRE LLC** failing to pay officers and them terminating contracts of officers for no cause.

39. On February 15, 2022 at 2:51 PM **MARK MASTERS** sent an email to **ARNDT** with a “Cease and Desist” that **MASTERS** had composed accusing **Arndt** of: “*Trade Libel... Commercial Disparagement... Tortious Interference... Fraudulent Misrepresentation... and Libel...*” These, of course, are blatantly and maliciously false. **MASTERS** demanded that **Arndt** “*...cease and desist*” from “*contact[ing] any other vendors [Officers] or clients [Oklahoma City] of the firm...*,” both of whom **Arndt** had the legal right to communicate with especially since **CHLEOTA FIRE LLC** had maliciously blocked his emails and phone calls without responding his requests. **MASTERS** was attempting to intimidate and bully **Arndt** with threats of legal action that “*will be a lengthy, and no doubt, costly process for [him] to defend...*” **MASTERS** subsequently sent this cease and desist to **Arndt** the next day by Fed-Ex and then apparently hired either a process server or a private investigator to serve him this non-legal document.

40. On February 15, 2022 **JAMES STORMENT** terminated the contract of **Werner** in an email for apparently communicating with **Arndt** about payroll issued with the contract.

41. On February 16, 2022 at 8:16 Oklahoma City Purchasing Agent Sharmanlyne R. Vickers sent an email to **MEREDITH KEMP** offering **CHLEOTA FIRE LLC** an increase in rates in order for them to continue the contract: “*Procurement has been informed of your desire to terminate your contract for Overnight Security, due to unforeseen staffing issues. The City would*

consider a price increase if this could potentially resolve the issue. Please advise. Sharmanlyne R. Vickers, CPPB, CPO” **KEMP** responded: “...we believe it's in the best interest of Chloeta to terminate this contract today...”

42. On February 16, 2022, because of the actions of **CHLEOTA FIRE LLC** terminating the contract with the City of Oklahoma City, **JAMES STORMENT** subsequently terminated all the other officers that **CHLEOTA FIRE LLC** had not already terminated in clear proof that **CHLEOTA FIRE LLC** in fact did not actually “experience unforeseen staffing issues.” Plaintiff **HALL** was terminated at this point as well as officers Paul, Bobby, and Leon.

43. **Arndt** attempted to contact **CHLEOTA FIRE LLC** daily by e-mail and phone 1-2 times daily between February 16 - 21 asking them for a copy of his timesheets, paycheck stubs and Sub K Contract. This is when he discovered that **CHLEOTA FIRE LLC** had not only blocked his e-mails but also his phone calls. **Arndt** had to create a couple of new emails addresses to ensure that **CHLEOTA FIRE LLC** got his email. Phone messages were left for **STORMENT, COCHRAN** and **KEMP** and messages were left on voicemails (which were recorded) and not a single call or e-mail was returned. Plaintiffs **Henry and Werner** also called and or emailed **CHLEOTA FIRE LLC** requesting the same and they too received no responses.

44. On Friday February 18, 2022 it appears that most, if not all, Plaintiffs and Officers that were owed money had some money deposited into their bank accounts by **CHLEOTA FIRE LLC** but there were no Pay Check Stubs, invoices, statements or any other accompanying documents explaining what the money was for and if it was indeed the correct amount and **CHLEOTA FIRE LLC** was still refusing to provide this information to anyone so Plaintiffs could not verify accuracy of the pay.

45. After making numerous good faith and diligent efforts to mitigate and arbitrate the

damage and attempt to mediate with **CHLEOTA FIRE LLC** about the breach of contract, **Arndt** decided to attempt to meet someone in person and request this information. On February 22, 2022 at approximately 3:00 PM **Arndt** attempted to meet someone in person. **Arndt** went to the **CHLEOTA FIRE LLC** office location located at 701 Cedar Lake Blvd, Suite 320, Oklahoma City, OK 73114. Their suite is located in the Cedar Lake Plaza, a multi-tenant office building.

Arndt entered the building through the main entrance of Cedar Lake Plaza and never once stepped foot into the **CHLEOTA FIRE LLC** suite. **Arndt** was greeted by the Cedar Lake Plaza Real Estate agent, Jenni Aguilar. **Arndt** informed her that he was looking **CHLEOTA FIRE LLC**. Aguilar informed him that they were on the other side of the building but if they were not expecting him, that he would not be able to get in because their suite is access controlled. **Arndt** stated that they were not expecting him and explained the reason that he was there but stated that he was not there to cause problems and since their suite is access controlled he would just leave and attempt to find another way to meet them. Aguilar then offered and informed **Arndt** that she would be more than happy to contact the building manager Malek Massad and see if he could contact **CHLEOTA FIRE LLC** to see if they would meet with **Arndt**. **Arndt** accepted her offer and a short time later Massad came out of his office on the second floor to meet with **Arndt**. **Arndt** explained his purpose to Massad, gave him one of **Arndt's** business cards and again explained that he was not there to cause an issue and that if **CHLEOTA FIRE LLC** did not want to meet with **Arndt**, he would leave.

46. **Arndt** never saw Massad again but instead a short time later was greeted by two Oklahoma City Police Officers, Officer Kameron, 2115, and Officer Solano, 1643,. The officers informed **Arndt** that they had spoken to someone from **CHLEOTA FIRE LLC** and that **CHLEOTA FIRE LLC** had informed them that **Arndt** was informed to not communicate with

them but to communicate with their attorney, which was not true. It was later determined that **KEMP** was responsible for maliciously and falsely reporting to Oklahoma Police Department that **Arndt**, a “disgruntled employee/vendor” was on the property “possibly armed” and “refusing to leave.” This false reporting of a crime is a violation of 21 OK Stat § 21-589 “*It shall be unlawful to willfully, knowingly and without probable cause make a false report to any person of any crime or circumstances indicating the possibility of crime having been committed ... which report causes or encourages the exercise of police action or investigation.*”

47. The Oklahoma City Police Officers had **JAMES STORMENT** come down and talk to **Arndt**. **STORMENT** informed **Arndt**, for the first time, that he was not welcome on the property and that if he did not leave, **STORMENT** would request that **Arndt** be arrested for Criminal Trespass. **Arndt** stated that he would leave the property if he was being requested to leave but informed **STORMENT** that this was the first time that he was asked to leave. Neither Aguilar or Massad asked **Arndt** to leave, in fact both of them were told him to wait in the lobby while they contacted **CHLEOTA FIRE LLC**. No one from **CHLEOTA FIRE LLC** had even come out of the suit to meet or speak with **Arndt**, so it would have been impossible for **Arndt** to refuse to leave a property that he was never told to leave when he was there for a lawful and peaceful reason. This is evidenced in the 911 call when the 911 dispatcher asked **KEMP** for a description and the race of this “disgruntled employee/vendor” that was “potentially armed.” **KEMP** responded to the 911 dispatchers question stating, “*I have not ever seen him in person, and so I’m not even sure what he is wearing or what race he is.*” To which the dispatcher asked, “*Did somebody just tell you he was there?*” and **KEMP** replied with “*Yes, they called our office to let us know that he was here.*” **KEMP** told the 911 dispatcher twice that “*[Arndt] refuses to leave the property*” but she admitted that she had never seen **Arndt** before.

48. **Arndt** left the property, and he was not issued a criminal trespass notice and the Officers cleared the call as a civil matter. At this point the Plaintiffs have conferred or attempted to confer either in writing, in person or by telephone with **CHLEOTA FIRE LLC** in an effort to secure the information or material and to mediate without court action, they resorting to the filing of this complaint without court action but we have not had cooperation with **CHLEOTA FIRE LLC** to accomplish this and at the request of **CHLEOTA FIRE LLC** that we “Cease and Desist” of all communication with them and only communicate with their attorneys, with no legal matters pending, the Plaintiffs will now move forward and consummate communication with their attorney by the filing of this complaint.

49. **CHLEOTA FIRE LLC** also routinely required officers to patrol the trails on a UTV that was malfunctioning and often stalling leaving officers stranded on trails until the UTV would finally start again. **COMBOW** addressed this in the group meeting on January 24, 2022 and informed all the officers that they would not be installing a windshield or covering on the UTV this year since winter was almost over but they would look into the following year but informed all officers they were still required to patrol on the UTV. **COMBOW** also admitted that he knew the UTV was having mechanical problems, especially in the cold weather and going up hill. This UTV was also not equipped for cold weather, it did not have a windshield, or a covering and officers were made to operate this UTV on the trails on days that were well below freezing causing officers to get sick. They also did not provide jackets to the officers as promised by the contract which further caused them to be subjected to cruel conditions of exposure to extreme cold. The UTV was not mechanically sound and later taken out of service due to transmission issues and was not properly equipped to be used in the extreme cold weather.

DAMAGES

50. The contract was signed for a year with the possibility of renewal for 2 additional years. Each of the Plaintiffs was harmed as result of not only not getting paid, but for the breeching of a contact without cause. The plaintiffs were guaranteed work for a least a year, but due to the illegal and malicious activity of **CHLEOTA FIRE LLC**, the Plaintiffs have been harmed wages that are due to them.

51. **David Arndt**, at the time that his contract was terminated was working as many as 5-6 days a week. **Arndt** was requesting to only work 4 days a week though. **Arndt** was hired with a promise of \$22.84 per hour. His total loss, not including overtime or benefits, for the year was: \$57,008.64 plus interest in accordance with OS §23-7. **Arndt** had left another job to accept this one. **Arndt** has remained unemployed since the contract has been terminated and has not been able to file unemployment due to the fact that **CHLEOTA FIRE LLC** has refused to provide **Arndt** with requested and required documents and they classified him as a “sub K” contractor but treated him like an employee. **Arndt** has tentatively been offered a job that is scheduled to being on Monday March 7, 2022 but it is a substantial pay cut to what he was “contracted” to work with **CHLEOTA FIRE LLC**.

52. **Leonard Henry**, at the time that his contract was terminated was working as many as 4 days a week. **Henry** was hired with a promise of \$22.84 per hour. His total loss, not including overtime or benefits, for the year was: \$57,008.64 plus interest in accordance with OS §23-7. **Henry** had left another job to accept this one and was not been able to file unemployment due to the fact that **CHLEOTA FIRE LLC** has refused to provide **Henry** with requested and required documents and they classified him as a “sub K” contractor but treated him like an employee. **Henry** has since found other employment but has had to take a substantial pay cut as a result but

also had to take a loan with interest out to pay bills during the time that he was without pay.

53. **Adrian Werner**, at the time that his contract was terminated was working one day a week. **Werner** was hired with a promise of \$16.87 per hour. His total loss, not including overtime or benefits, for the year was: \$10,526.88 plus interest in accordance with OS §23-7; **Werner** was already employed full-time at another job and this was just a second job to help supplement his income so this is a complete loss to him as he has not found secondary employment to help supplement his current income.

54. **Wayne Hall**, at the time that his contract was terminated was working as many as 3 days a week. **Hall** was hired with a promise of \$22.84 per hour. His total loss, not including overtime or benefits, for the year was: \$42,756.48 plus interest in accordance with OS §23-7; **Hall** had left another job to accept this one. **Hall** has remained unemployed since the contract has been terminated and has not been able to file unemployment due to the fact that **CHLEOTA FIRE LLC** has refused to provide **Hall** with requested and required documents and they classified him as a “sub K” contractor but treated him like an employee.

55. **Shelly R. Sawatdzky**, at the time that her contract was terminated was scheduled to work as many as 3 days a week. was hired with a promise of \$22.84 per hour. Her total loss, not including overtime or benefits, for the year was: \$42,756.48 plus interest in accordance with OS §23-7; **Sawatdzky** had left another job to accept this one. **Sawatdzky** has remained unemployed since the contract has been terminated and has not been able to file unemployment due to the fact that **CHLEOTA FIRE LLC** has refused to provide **Sawatdzky** with requested and required documents and they classified her as a “sub K” contractor but treated her like an employee.

56. **Leon Tullis**, at the time that his contract was terminated was working two days a week. **Tullis** was hired with a promise of \$16.87 per hour. His total loss, not including overtime or

benefits, for the year was: \$21,053.76 plus interest in accordance with OS §23-7; **Tullis** was already employed full-time at another job and this was just a second job to help supplement his income so this is a complete loss to him as he has not found secondary employment to help supplement his current income.

57. Plaintiffs are also seeking Punitive Damages in the amount of \$500,000 in accordance with OS §23-9.1.

58. The Total amount of actual damages in this case is \$231,110.88, plus interest. The amount of punitive damages being sought is \$500,000. The total damages being sought is \$731,110.88 plus court costs and interest. This breaks down to \$140,314.97 for **Arndt** and **Henry**, \$93,860.21 for **Werner**, \$126,089.81 for **Hall** and **Sawatdzky**, and \$104,387.09 for **Tullis**. The Plaintiffs are asking this court to award the Plaintiff all court costs, legal fees and filing fees associated with the filing of this suit since the defendant was uncooperative with any attempt at mediation and has refused to provide required documents to plaintiffs. The Plaintiffs are not only seeking damages but also for this court to determine the legality of the “sub K” contracts as well and to help seek clarification on if the Plaintiffs were actual sub-contractors or employees.

PRAYER

59. The plaintiffs respectfully request a trial before a jury and pray that this court would hear the claims presented before it and will allow and grant the demands against the defendant.

This complaint was drafted by David A. Arndt with the assistance of all other named Plaintiffs

Respectfully Submitted,

David A. Arndt
921 S. Barker Ave
El Reno, OK 73036
405 274 0835
Triple7ips@gmail.com; wrken4god@gmail.com

Leonard Henry
3744 NW 36th Apt 209
Oklahoma City, OK 73112
405 503 8963

Adrian Werner
9009 NW 10th St. Lot 339
Oklahoma City, OK 73127
405 595 7184

Wayne Hall II
6008 SE 7th St.
Midwest City, OK 73110
405 625 7278

Shelly R. Sawatzky
1629 N Country Club Rd
New Castle, OK 73065
405 365 1820

Leon Tullis
705 Howard Dr.,
Del City, OK 73115
405 778 9780

NOTICE OF HEARING

Hearing is scheduled upon the foregoing motion on the ____ day of _____, 2022 at
_____ o'clock ____m., in the Oklahoma County Courthouse, Oklahoma County, Oklahoma,
Before the Honorable Judge _____.

CERTIFICATE OF MAILING

On the _____ of August 2018, I certified that I mailed, postage prepaid, via US
First Class Mail, a true copy of the forging to:

Defendants attorney

AFFIDAVIT/DECLARATION OF TRUTH

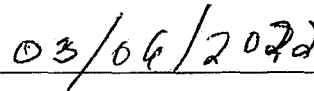
Leonard Henry
3744 NW 36th Apt 209
Oklahoma City, OK 73112

I, **Leonard Henry** a living Man and the undersigned, make this Affidavit/Declaration of Truth to the **County Court of Oklahoma County**, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as to the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties **MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN**; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court, without your protest or objection and that of those who represent you.



Signed by



Date

AFFIDAVIT/DECLARATION OF TRUTH

WAYNE
W/H Bobby Hall II
6008 SE 7th St.
Midwest City, OK 73110

WAYNE
W/H I, Bobby Hall II a living Man and the undersigned, make this Affidavit/Declaration of Truth to the County Court of Oklahoma County, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as to the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court, without your protest or objection and that of those who represent you.



Signed by

03-06-2022

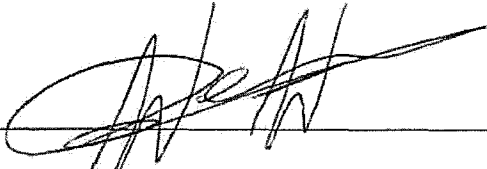
Date

AFFIDAVIT/DECLARATION OF TRUTH

Adrian Werner
9009 NW 10th Street Lot 339
Oklahoma City, OK 73127

I, **Adrian Werner** a living Man and the undersigned, make this Affidavit/Declaration of Truth to the **County Court of Oklahoma County**, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as to the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties **MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN**; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court, without your protest or objection and that of those who represent you.


Signed by

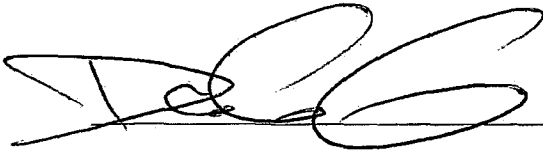
03/01/2022
Date

AFFIDAVIT/DECLARATION OF TRUTH

~~David Arndt~~
~~Bobby Hall II~~
~~6008 SE 7th St.~~ 921 S Barker Ave
~~Midwest City, OK 73110~~
21 Reno, OK 73036

I, ~~Bobby Hall II~~ ^{David A. Arndt} a living Man and the undersigned, make this Affidavit/Declaration of Truth to the County Court of Oklahoma County, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as to the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court, without your protest or objection and that of those who represent you.



Signed by

03/06/2022

Date

AFFIDAVIT/DECLARATION OF TRUTH

Shelly R. Sawatzky
1629 N Country Club Rd.
New Castle OK 73065

I, **Shelly R. Sawatzky** a living Woman and the undersigned, make this Affidavit/Declaration of Truth to the **County Court of Oklahoma County**, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as to the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties **MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN**; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court; without your protest or objection and that of those who represent you.

Signed by *Shelly Sawatzky*

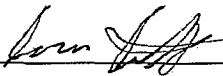
Date 03/06/2022

AFFIDAVIT/DECLARATION OF TRUTH

Leon Tullis
705 Howard Dr,
Del-City, OK 73115

I, **Leon Tullis** a living Man and the undersigned, make this Affidavit/Declaration of Truth to the **County Court of Oklahoma County**, State of Oklahoma of my own free will, and I hereby affirm, declare and swear, under my oath and under the pains and penalties of perjury under the laws of the State of Oklahoma and the United States of America, that I am of legal age and of sound mind and hereby attest that the statements, averments and information contained in this Complaint are true and correct to the best of my knowledge as the truth and the facts that are applicable to me.

CHLEOTA FIRE LLC, and it parties **MARK MASTERS, MEREDITH KEMP, EMILY COCHRAN, JAMES STORMENTS, ALEX COMBOW AND JOEL DEAN**; You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity and specificity, anything with which you disagree in this Complaint/Affidavit/Declaration, is your lawful, legal and binding tacit agreement with and admission to the fact that everything in this Complaint/Affidavit/Declaration is true, correct, legal, lawful, and fully binding upon you this Oklahoma County Court, without your protest or objection and that of those who represent you.



03/06/2022

Signed by

Date